UNITED STATES DISTRICT COURT WESTERN DISTRICT OF TEXAS AUSTIN DIVISION

| ODIS JONES, | | § | |
|----------------|------------|----------|-----------------|
| | Plaintiff, | § | |
| v. | | § | |
| | | § | 1:20-CV-1210-ML |
| CITY OF HUTTO, | | § | |
| | Defendant. | § | |

FINAL JUDGMENT

Before the court is the above-styled and numbered action. The parties consented to this court's jurisdiction, and the case was assigned to this court's docket for all purposes on June 23, 2021. Dkt. #45.

On February 16, 2023, the court **GRANTED** summary judgment in favor of Plaintiff's request for a declaratory judgment, declaring that the Employment Agreement, Separation Agreement, and Consulting Agreement were valid, enforceable contracts as a matter of law. Dkt. #90.

On February 27, 2023, the court called the above-styled and numbered cause for trial on all live claims alleged by Plaintiff against Defendant and the case proceeded with a jury of eight legally qualified jurors.

On March 2, 2023, the jury returned its verdict in favor of Plaintiff. Accordingly, the court renders the following Final Judgment pursuant to Federal Rule of Civil Procedure 58.

IT IS ORDERED that judgment is entered in favor of Plaintiff Odis Jones.

Plaintiff is entitled to recover the following compensatory damages, awarded by the jury in their verdict from Defendant:¹

- 1. Racial Discrimination (42 U.S.C. § 1981) Damages proximately caused by the City of Hutto's denial of Jones's rights \$8,000,000.00
- 2. Breach of Contract Damages resulting from the City of Hutto's failure to comply with the Separation Agreement \$4,500,000.00

IT IS FURTHER ORDERED that any pending motions are hereby TERMINATED.

IT IS FURTHER ORDERED that all relief not expressly granted is hereby **DENIED**.

IT IS FINALLY ORDERED that the case is hereby CLOSED.

SIGNED March 21, 2023.

UNITED STATES MAGISTRATE JUDGE

¹ Plaintiff's counsel agreed at that trial attorneys' fees would be determined by the jury. *See* Dkt. #112 at 10, 11 (Charge of the Court).